सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA26508412731532T
Certificate Issued Date	:	22-Jan-2021 11:58 AM
Account Reference	:	NONACC (FI)/ kacrsfl08/ CHAMRAJPET/ KA-BN
Unique Doc. Reference	:	SUBIN-KAKACRSFL08361713975917 74T
Purchased by	:	SHREE VINAYAKA ELECTRICALS
Description of Document	:	Article 12 Bond
Description	:	TENDER AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	SHREE VINAYAKA ELECTRICALS
Second Party	:	EE ELE R R NAGAR ZONE BBMP
Stamp Duty Paid By	:	SHREE VINAYAKA ELECTRICALS
Stamp Duty Amount(Rs.)	:	300 (Three Hundred only)

The BDCC Bank Employees Co-op. Society Ltd. Chamarajpet Bangalore-18

Please write or type below this line

AGREEMENT

Tender Agreement No.EE/Elec/RRN/**AGR.No/** 20 **/2020-21, Dated:** 30 **/01/2021.**

This agreement made on 30th **day of January-2021**. Between **Bruhat Bangalore Mahanagara Palike** of the city of Bengaluru represented by the **Executive Engineer (Electrical), BBMP, Rajarajeshwari Nagar Zone.** Hereinafter called "The **Employer**" of the one part and **M/s. Shree Vinayaka Electricals, Prop. Jay Kumar V, No -155, 2nd A cross, Drd TCM Rayan Road, Chamarajpete, Bangalore-53..** Hereinafter called "**The Contractor** on the other Part.

For Shree Vinayaka Electricals

Contractor Proprietor

Executive Engineer (Ele)

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Whereas the Bruhath Bangalore Mahanagara Palike by Tender Notification No. EE/ELE/RRN/TND/06/2019-20, Dtd:28.2.2020 had received Tender from the Contractor with e-Payment for Rs.25000/- Through e-Procurement Portal as EMD offering to Execute the work of **"Operation and maintenance of street lighting system in ward no-17, Package R2 of Rajarajeshwari Nagar Zone." at -1.30% Below** the amount put to tender based on approved estimate rates amounting to **Rs.2405646.00** + 12% GST Charges Amount is **Rs.** , Total Rs.**2405646.00 (In Words Rupees Twenty Four Lakh Five Thousand Six Hundred and Forty Six Only**). Whereas, the tender of the contractor which is the lowest is accepted by the tender accepting authority. The Contractor has paid the tender difference amount in the form of **FDR** amounting Rs. **20000.00 vide FDR NO:357076, Dtd :22/01/2021.**to Executive Engineer (Electrical), Rajarajeshwari Nagar Zone, Bruhath Bangalore Mahanagara Palike, Bangalore. As per the Govt. order No-FD 876 EX-12/2017,Bangalore Dated:10/10/2017, for works reserved to SC/ST category, performance security deposit (5%) shall be deducted in the running/ final bills.

NOW THIS AGREEMENT WITNESS AS FOLLOWS.

1. In this Agreement, words and expression shall have the same meaning as respectively assigned to them in the conditions of the contract hereinafter referred to and they shall be deemed to form and be read construed as part of this agreement.
2. In consideration of the payment to be made by the employer to the contractor as hereinafter mentioned, the contractor hereby covenants with the employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the contract. The contractor agrees to keep the employer indemnified on all the aspect of work during execution.
3. The Employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying the defects within the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.
4. The Contractor agrees to maintain the work during defect liability period of one years from the date of completion of work failing which, employer shall remedy the defects at the risk and cost of the contractor, deducting the cost from any sum payable to contractor from BBMP.
5. The Following documents shall be deemed to form and be and construes as part of this Agreement, Viz,
   I. Letter of Acceptance;
   II. Notice to Proceed with the work(Work order);
   III. Contractor's tender;
   IV. Contract Data;
   V. Conditions of contract (including special conditions of contract) as per Govt of Karnataka Standard tender document –KW-2;
   VI. Specifications;
   VII. Drawings;
   VIII. Bill of Quantities(Schedule-B) ; and
   IX. Any other document listed in the contract Data as forming part of the contract. ;

For Shree Vinayaka Electricals

Proprietor

Contractor

Executive Engineer(Ele).

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X. Any correspondence, under takings by the contractor in respect of this tender.

In witness whereof, the parties thereto, have caused this agreement to be executed the day and year first before written.

Name:

M/s Shree Vinayaka Electricals,
Prop. Jay Kumar V
No -155, 2nd A cross,
Drd TCM Rayan Road, Chamarajpete,
Bangalore-53.

Witness;

1)

2)

The above Agreement is hereby "ACCEPTED" by me on behalf of **Bruhath Bangalore Mahanagara Palike, Bangalore.**

Executive Engineer (Elect),
Rajarajeshwari Nagar Zone,
Bruhat Bangalore Mahanagara Palike.

AGREEMENT CONDITIONS

1. The Contractor has to execute the work as per the standard specifications specified in PWD and Corporation and as per terms and conditions of this contract.
2. The work should be carried out as per the direction and instructions of the Engineer in charge from time to time.
3. The Contractor shall maintain the quality of work as per the standard specifications
4. The Contractor has to furnish quality assurance certificate before submission of the bill.
5. The Income tax, sales tax, CBF, Building & other construction workers welfare Cess and any other statuary deduction will be deducted from every running bills/final bill of the contractor.
6. Implementation of Energy efficiency measures in Street lighting system in BBMP is under progress, if, as part of this project, installation of New LED Street lights is started in your package before completion of your contract period, this contract shall be short closed without any obligation on BBMP.
7. This Agreement is executed subjected to the anticipated decision of Hon'ble High Court of Karnataka in Case No WP 13232/2020 which shall be final and binding on this contract.

For Shree Vinayaka Electricals

Contractor

Proprietor

Witness;
1)

2)

Executive Engineer (Elec),
Rajarajeshwari Nagar Zone,
Bruhat Bangalore Mahanagara Palike.